

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LIGHT FIXTURE MAINTENANCE

IN

FRESNO, KINGS, MADERA, AND TULARE COUNTIES

LIGHT FIXTURE MAINTENANCE AGREEMENT

This AGREEMENT, entered into between the FIXTURE MAINTENANCE EMPLOYERS whose names are affixed to the final sheet of this Agreement, hereinafter called the "EMPLOYER" and Local Union 100, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "UNION".

BASIC PRINCIPLES

The Fixture Maintenance Employers and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a harmonious relationship is essential to the protection of their mutual interest and that of the public. Progress in the industry demands a more uniform and universal relationship between the electrical construction trade. Seeking harmony, cooperation and fair play, it is expected that the terms of this Agreement be accepted in their intent, and no attempt be made to stand on technicalities.

SCOPE OF WORK

The scope and classification of work to be performed by the employees covered under this Agreement shall include:

Any electrical alteration within an existing lighting fixture enclosure on the premises of a customer, including the removal of the fixture from its supporting structure if said removal is 15% or less of the project, such alterations shall include cleaning of all types of lighting fixtures, lenses and diffusers in luminous ceilings and all types of diffused ceiling or area lighting installations; and the replacement of lamps, tubes starters, sockets, and ballasts or similar equipment, shall not include the replacement of wire other than fixture wire within the individual fixture enclosure. Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

Employees covered under this Agreement will not be allowed to perform these tasks on any construction site or premises where inside wiremen are altering or renovating existing structures, or in public gathering places where building tradesmen are normally used to set up facilities, without the written permission of the Business Manager of the Local Union in whose jurisdiction the work is being performed. This Agreement does not cover street lighting.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

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Section 3.02. The parties to the Agreement in the area where the employer's permanent shop is located shall negotiate a Health and Welfare Plan. If mutually agreed, the signatory employer covered under this Agreement may provide an employer paid medical insurance plan.

ARTICLE IV

HOURS - WAGES - WORKING CONDITIONS

Section 4.01. Eight (8) consecutive work hours with thirty (30) minutes for a meal period shall constitute a work day and forty (40) hours within five consecutive days (Monday through Friday or Tuesday through Saturday) shall constitute a work week.

Section 4.02. All hours worked over eight (8) in one (1) day shall be paid at one and one-half times the regular rate of pay. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time and one-half the straight time rate of pay.

Section 4.03. All hours worked on Sundays and the following holidays: New Years Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Christmas Day, Memorial Day and the Fourth of July, shall be paid for two (2) times the regular rate of pay.

Section 4.04. No work shall be performed on Labor Day except in case of emergency and then only with the approval of the Business Manager of the Local Union.

Section 4.05. Shift Work - When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

DAY SHIFT - The first shift shall be worked between the hours of 7:00 a.m. and 3:30 p.m.. Workman on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

SWING SHIFT - The second shift shall be worked between the hours of 3:30 p.m. and 11:30 a.m.. Workman on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus 10%.

GRAVEYARD SHIFT - The third shift shall be worked between the hours of 11:30 p.m. and 7:00 a.m.. Workman in the graveyard shift shall receive eight (8) hours pay at the regular hourly pay rate plus 15%.

A lunch period of thirty minutes shall be allowed on each shift. All overtime worked required after the completion of a regular shift shall be paid one and one-half times the "shift" hourly rate.

Section 4.06. When Employees are required to travel to jobs overnight, the first four (4) hours of travel outside the regular work day, as described in Section I above, shall be compensated at the straight time rate. All travel hours over four (4) will be paid at overtime rate. All reasonable expenses shall be reimbursed by the Employer.

Section 4.07. Employees shall not be required as a condition of their employment, to furnish the use of an automobile or other conveyance to transport men, tools, equipment or materials. All facilities for such transportation shall be provided for by the Employer. When an Employee does possess an automobile or other conveyance and is requested to use same by the Employer for transportation of his personal tools or himself, from shop to job, job to job, or job to shop, he shall be compensated at the rate of twenty-five (\$.25) cents per mile. In no case shall any vehicle belonging to an Employee be used for transportation of shop tools, materials, etc. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time and from shop or job to home at quitting time.

Wages:

Section 4.08.

Effective Date	6-1-93	10-1-93	10-1-94
Fixture Washer:			
Probationary (0-6 mo)	5.80	5.85	5.95
Permanent (over 6 mo)	7.20	7.25	7.35
Service Tech:			
Tech I (0-6 mo)	8.30	8.50	8.75
Tech II	9.70	10.00	10.50

When the contractor travels into another IBEW jurisdiction that has a Lighting Maintenance Agreement, the classification and wages shall be paid according to the Local Union Agreement.

Section 4.09. When probationary Fixture Worker Employees are employed, they shall work with at least one permanent Employee or Service Technician. Probationary or temporary employees are those employees who have worked less than 91 days. They shall be paid their wage rate, however, no contribution to Health and Welfare, paid Holiday, or vacation time shall accrue during this time period. For vacation purposes, employees working beyond 90 days, their original date of employment shall count towards vacation.

Section 4.10. Fixture washers are limited to the cleaning of fixtures, lenses and diffusers, and to changing lamps and tubes only. Ballasts may be replaced by the crew foreman or by Washer II employees designated by management when outages are discovered during the course of washing and relamping a facility. Compensation for such miscellaneous work shall be at the Technician I rate. Also, workers in this category who in the opinion of management are qualified and are at least Fixture Washer II, may be assigned on a temporary basis to fill in for the lighting maintenance service technician absent due to vacation, illness, or other reasons. Compensation for such assignment shall be at the Technician I rate.